

# EXHIBIT A

DocuSign Envelope ID: CFE0CA97-8E48-4FB3-94F2-C6184C393D8D

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



**Swift Technical Services LLC**

**Dispute Resolution Program**

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS**

Uncontrolled when printed

**EXHIBIT**  
**A**

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
 Version No: 1  
 Issue Date: June 2013  
 Owner: General Counsel – USA



## **SWIFT WORLDWIDE RESOURCES DISPUTE RESOLUTION PROGRAM**

### **General Purpose**

Swift Worldwide Resources ("Swift") adopted this Dispute Resolution Program ("DR Program") effective June 14, 2013 to encourage more open and effective communication about problems in the workplace and as the exclusive means of resolving workplace disputes. For purposes of the DR Program, Swift means Swift Technical Services, LLC. The DR Program is the exclusive means of resolving disputes, including legally protected rights, as described and defined below. If you accept or continue an assignment with Swift after the effective date of the DR Program, you agree to resolve all disputes and legal claims, as described and discussed below, against Swift or any Swift Client or Customer through this program instead of the court system.

Most worker concerns can be resolved quickly. In those situations where an informal resolution does not occur Swift's DR program offers Mediation as an option for resolution. **If you and Swift are unable to resolve your dispute internally or through a mediator, you and Swift each agree to resolve your claims through binding arbitration instead of Courts with general jurisdiction.** Arbitration is more informal than a lawsuit in Court. Arbitration uses a neutral Arbitrator instead of a judge or jury, allows for more limited discovery than in court and is subject to very limited review by the courts. **Any arbitration under this agreement will take place on an individual basis; class arbitrations and class actions are not permitted.**

### **How the DR Program Works**

The DR Program provides a worker access to different avenues within Swift to assist the worker in resolving workplace disputes. Although you as a worker are encouraged to resolve disputes with your immediate supervisor, you may use the DR Program as necessary. While you do not have to proceed through each of the options in their exact numerical order, the Program is designed with multiple steps to maximize the possibility of resolution prior to Option 3. Swift forbids any retaliation against a worker or applicant for using the DR Program to resolve a workplace dispute.

The DR Program is also designed to assist Swift managers in handling or responding to worker concerns. Any manager who needs assistance in this area should call a DR Program coordinator.

### **INTERNAL REVIEW**

Step 1: Open Door Policy and Informal In-House Conference  
 (for disputes between workers and Swift)

### **EXTERNAL REVIEW**

Step 2: Mediation  
 (for disputes between workers and Swift)

Uncontrolled when printed

**Swift Technical Services LLC  
Dispute Resolution Program**

Version No: 1

Issue Date: June 2013

Owner: General Counsel – USA



**Step 3: Binding Arbitration**  
**(for disputes between workers and Swift and/or Electing Entities)**

**Electing Entities:**

Swift's customers or clients that elect to participate in this arbitration procedure are referred to as "Electing Entities." Collectively, you, Swift and the Electing Entities are referred to as the "Parties." You will be given a list of all Swift customers or clients who are Electing Entities. Thereafter, you will be told at the beginning of any assignment with Swift whether the Swift customer or client you will be performing services for is an Electing Entity. The complete list of Electing Entities will also be available upon request from The DR Program Administrator, Evelyn McGinley.

**Who is Covered?**

You are automatically covered if you:

- Are an applicant for an assignment or employment with Swift;
- Accept an assignment or employment with Swift; or
- Continued your assignment or employment with Swift after the effective date of the Swift DR Program (June 14, 2013).

**Protection of Your Legal Rights:**

Swift takes very seriously complaints about violations of your legal rights, and the DR Program is designed to allow such complaints to be resolved more quickly and at less expense than if you were to take them through the court system.

The DR Program provides protection of your legal rights – such as the prohibition against discrimination and sexual harassment and the protection of all other rights covered by Federal or State law.

**What types of Claims are Covered?**

For example, Swift's DR Program will cover the following types of disputes between the Parties:

- Unpaid wages, compensation or benefits;
- Discrimination or harassment on the basis of race, gender, age, national origin, religion, disability or any other unlawful basis;
- Breach of contract;
- Unlawful retaliation;
- Wrongful discharge;
- Defamation;
- Work-related tort claims;
- Claims involving the Family and Medical Leave Act and other laws regarding leave;
- Claims involving violation of state, federal, local or other laws;
- Any other claims or disputes between you and Swift, or between you and an Electing Entity, or between you, Swift and an Electing Entity except as noted below.

Uncontrolled when printed

**Swift Technical Services LLC  
Dispute Resolution Program**

Version No: 1

Issue Date: June 2013

Owner: General Counsel – USA



This non-exhaustive list illustrates the types of disputes the DR Program covers ("DR Program Disputes").

Swift's DR program does not cover workers' compensation claims, claims for unemployment insurance benefits, disputes arising under the National Labor Relations Act, or claims an administrative agency might pursue on your behalf.

**What Is the Open Door Policy?**

The Open Door Policy guarantees that all doors are open to you within Swift. In keeping with Swift's philosophy of open communication, all workers have the right and are encouraged to speak freely with the Managers or Human Resources about their job-related concerns. Swift has established the Internal Grievance Reporting Procedure to outline a course of action to resolve an issue or problem within the workplace. We are committed to resolving your individual concerns in a timely and appropriate manner. For some workers at Swift this information appears in your handbook, for other workers this may be new information to you.

**OPTION ONE: IN-HOUSE CONFERENCE**

At Swift, you are free to raise a concern with any level of management. That's the open door tradition. If a dispute is filed through the Open-door policy, an informal in-house conference will take place in which the worker and the designated member of Swift management will sit down and discuss the problem face to face and attempt to come up with a solution.

That means, no matter who you call, Swift management will understand:

- The three levels of review within the Dispute Resolution Program;
- That it's part of management's job to help you solve your workplace problems through the Open Door Policy; and
- That Swift forbids any retaliation for trying to solve a workplace dispute through the Dispute Resolution Program.

**Internal Grievance Reporting Procedure under the Open Door Policy:**

Any individual who believes that he or she is being subjected to discrimination or harassment at work, or has a dispute concerning unpaid wages, breach of contract defamation or any other type of dispute with Swift or a Swift client or customer or arising from your assignment with Swift should report the matter promptly to his or her Manager, a member of Senior Leadership and/or Human Resources. If a worker's Manager is involved in the alleged acts, it is unnecessary to make a report to that individual. Swift will thoroughly investigate all such claims with due regard for the privacy of the individuals involved. *All workers are obligated to cooperate in any ongoing investigation.*

It is the policy of Swift that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against our workers, will result in discipline, up to and including termination. Swift also will not tolerate any such harassment of our workers by our clients, vendors or

Uncontrolled when printed

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
 Version No: 1  
 Issue Date: June 2013  
 Owner: General Counsel – USA



other third parties. Any worker who knowingly retaliates against a worker who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including termination.

#### **Confidentiality and the DR Program:**

The DR Program is intended to be a confidential process. However, certain laws require that Swift act on information brought to its attention. While every effort will be made to maintain confidentiality, it will sometimes be necessary to do a full investigation in order to comply with the law and to help to provide a workplace safe for you and all workers. Confidentiality will be maintained to the fullest extent possible under applicable state or federal law.

#### **The DR Program Administrator:**

The DR Program Administrator, **Evelyn McGinley**, is also available to help you. The Administrator will handle most of the details involved in running the new Dispute Resolution Program, including

- Overseeing Swift's internal dispute resolution program;
- Arranging mediations and arbitrations (see Options Two & Three); and
- Answering worker questions.

If you wish to contact the Program Administrator, please call Evelyn McGinley at (713) 579-0311 or email [DRprogram@swiftwwr.com](mailto:DRprogram@swiftwwr.com).

#### **Who can I bring my dispute to within Swift?**

No matter which person you report your dispute to that person will be responsible for informing the DR Program administrator of the dispute and the DR Program Administrator will be responsible for scheduling an in-house conference for you.

*Line Manager* — Whenever possible, you should try to resolve any problems at work with your immediate supervisor. Because this person is close to your situation, he or she may already be aware of the problem or be in a position to offer a new perspective or some new facts that may be helpful to you.

*Higher Level of Supervision (Senior Leadership)* — Unfortunately, sometimes your supervisor is part of the problem. If you are unsatisfied with your immediate supervisor's response or need to talk to someone other than your supervisor, you may take your problem to the next higher level of supervision. You are encouraged to follow the specific chain of command in your department or work group, since that is often the most direct way of getting matters resolved.

*Human Resources Department* — At any time, you may also choose to contact the Human Resources Department for advice or assistance. These departments have many years of experience helping workers deal with a variety of workplace problems.

*The Program Administrator* — Additionally, you may take your dispute directly to the DR Program Administrator, Evelyn McGinley at any point.

Uncontrolled when printed

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



**Ten Good Reasons to Use the Open Door Policy:**

- (a) Management is committed to it.
- (b) It makes early on-site problem-solving more likely.
- (c) It encourages you to give feedback to management.
- (d) You get your questions answered and learn about your options.
- (e) You have instant support.
- (f) It's free.
- (g) It's flexible.
- (h) You can contact an adviser in confidence.
- (i) Retaliation is forbidden.
- (j) It helps you help yourself.

**OPTION TWO: EXTERNAL MEDIATION**

**What Is Mediation?**

Mediation is often the most straightforward and cost-effective method of examining and resolving disputes. It is a meeting in which a neutral third party, called a mediator, helps you and Swift come to an agreement of your own, based on your needs and interests. Mediation helps primarily by opening up communication and by coming up with options. It is a nonbinding process. That means the mediator can make suggestions, but you and the other party are responsible for resolving your dispute. All mediations in this Program will use a AAA mediator as the neutral party. In some cases involving legally protected rights, both parties may agree to bypass this option and move directly from mediation to binding arbitration for a final decision.

**Requesting Mediation:**

There is no filing fee to take your case to mediation. However, you will be required to pay \$50 of total the costs of mediation and Swift will cover the rest. To request an outside process, call or write the American Arbitration Association ("AAA") at (972) 774-6947, 13455 Noel Road, Suite 1770, Dallas, Texas 75240. Once you have made this request and paid your fee, Swift will participate with you in the mediation process. If you need assistance in requesting an outside process, please contact Swift's DR Program Administrator, Evelyn McGinely at (713) 579-0311, or at DRprogram@swiftwwr.com.

Uncontrolled when printed

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



Other resolution processes are also available from AAA upon request. Keep in mind that if a process uses more than one neutral party, there will be additional cost to you.

**Typical Mediation Steps:**

When you or Swift request mediation, AAA will assign a professional mediator.

- The first meeting date is arranged after the mediator is selected.
- You and a Swift representative will meet with the mediator who will guide your discussion and help you work out your differences.
- The mediator may meet privately with you and Swift to try to develop a better understanding of the problem, and help you solve it.
- Mediation is almost always successful in helping you reach a settlement.
- If not, you or Swift must take your dispute to arbitration for a final and binding decision if the dispute is to be pursued beyond mediation.

**Key Advantages of Mediation:**

Because mediation has proven highly successful in the majority of cases, it is generally the outside resolution process of choice. It offers the following advantages:

- provides the opportunity for both sides to tell their story;
- lets both sides have a third-party perspective;
- helps reduce feelings of hostility;
- helps separate emotional issues from factual issues;
- promotes discussion of creative solutions;
- helps people work things out themselves; and
- offers an opportunity for win-win solutions. (A solution that is good for both you and Swift.)

**OPTION THREE: BINDING ARBITRATION**

The parties to this binding arbitration procedure are you, Swift Technical Services, LLC ("Swift"), and any of Swift's customers or clients that elect to be covered by this binding arbitration procedure. Swift's customers or clients that elect to participate in this arbitration procedure are referred to as "Electing Entities." Collectively, you, Swift and the Electing Entities are referred to as the "Parties." You will be given a list of all Swift customers or clients who are Electing Entities. Thereafter, you will be told at the beginning of any assignment with Swift whether the Swift customer or client you will be performing services for is an Electing Entity. The complete list of Electing Entities will also be available upon request from The DR Program Administrator, Evelyn McGinley.

Binding arbitration is the exclusive method for resolving all DR Program Disputes, including but not limited to those involving a legally protected right, such as protection against age, race, sex or other discrimination, or sexual harassment, claims over wages, compensation or benefits, breach of contract, defamation, violation of any state, federal, local or other law, or any other dispute between you and Swift

Uncontrolled when printed



**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



and/or an Electing Entity or arising out of your assignment with Swift or an Electing Entity, that has not been resolved via Options One or Two. This includes claims and disputes that existed prior to June 14, 2013, claims and disputes relating to facts, circumstances and occurrences prior to June 14, 2013 and all claims and disputes that may arise on or after June 14, 2013. All outside dispute resolution processes in this program will use neutral parties provided through the AAA.

### **What Is Arbitration?**

Arbitration is a process in which a dispute is presented to a neutral third party, the arbitrator, for a final and binding decision. The arbitrator makes this decision after both sides present their arguments at the arbitration hearing. There is no jury.

The neutral party, AAA, runs the proceedings which are held privately. Since 1926, AAA has handled hundreds of thousands of cases. Though arbitration is much less formal than a court trial, it is an orderly proceeding, governed by rules of procedure and legal standards of conduct.

### **Requesting Arbitration:**

To request binding arbitration through an outside process, call or write AAA at (972) 774-6947, 13455 Noel Road, Suite 1770, Dallas, Texas 75240. If you need assistance in requesting an outside process, please contact Swift's DR Program Administrator, Evelyn McGinley at (713) 579-0311, or at DRprogram@swiftwwr.com.

For any dispute that arises out of employment, the Employment Arbitration Rules of the AAA shall apply, including the rules regarding filing and other fees. Those AAA Rules require an initial filing fee, presently in the amount of \$200, for employees who file an employment-related claim. For any dispute that does not arise out of employment, you and Swift shall each be responsible for one-half of the arbitration fees and expenses. If there is any dispute as to whether a dispute arises out of employment or not, the arbitrator shall make an initial determination on the issue, which shall be binding on the parties.

You may move to Option Three directly from the in-house conference or if mediation through AAA proves unsuccessful.

### **The Role of Lawyers:**

You may consult with a lawyer or any other adviser of your choice. However, your legal fees would be borne by you in an individual capacity, just as they would if you were to go to court. You are not required, however, to hire a lawyer to participate in arbitration.

### **Typical Arbitration Steps:**

- (a) A party involved in a legal dispute files a demand for arbitration with an AAA office.
- (b) Any other parties involved are notified.
- (c) AAA offers a list of qualified candidates.

Uncontrolled when printed

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



- (d) Each party numbers the list in order of preference.
- (e) An arbitrator is selected based on the parties' preferences.
- (f) AAA arranges a hearing date at a convenient location.
- (g) At the hearing, testimony is given and documents exchanged.
- (h) Witnesses are questioned and cross-examined.
- (i) The arbitrator issues a final and binding decision.
- (j) Copies of this decision are sent to both parties.

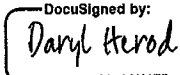
**Arbitration Makes Sense:**

*Independent Third Party* — You can benefit from the objectivity and experience of an outside, neutral arbitrator.

*Get Back What You Lost* — Arbitration can restore to you what you had lost. Under the terms of the Program, an arbitrator can award you anything you might seek through a court of law.

Effective June 14, 2013 Swift will adopt this three-option program as the exclusive means of resolving workplace disputes for legally protected rights. That means if you accept or continue your job at Swift after that date, you will agree to resolve all DR Program Disputes against Swift through this process instead of through the court system. Use of Options One and Two of the program for cases not involving legal rights is voluntary.

**I have received a copy of the Swift Dispute Resolution Program.**

DocuSigned by:  
  
Name FA8FAB44408E475 Dated: 6/13/2013

Uncontrolled when printed

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



**MUTUAL WAIVER AND ASSENT**

**TO FINAL and BINDING Arbitration**

**The DR Program is the exclusive means of resolving all DR Program Disputes, including but not limited to disputes regarding legally protected rights. If you accept or continue an assignment with Swift after the effective date of the DR Program, you agree to resolve all DR Program Disputes against Swift or any other Worker, or an Electing Entity through this program instead of the court system.**

The parties to this binding arbitration agreement ("Agreement") are Daryl Herod ("Worker"), Swift Technical Services, LLC ("Swift"), and any of Swift's customers or clients that elect to be covered by this binding arbitration procedure. Swift's customers or clients that elect to participate in this Agreement are referred to as "Electing Entities." Collectively, Worker, Swift and the Electing Entities are referred to herein as the "Parties." After the issuance of this document, Worker will be advised in writing as to whether the Swift customer or client to which they are currently assigned is an Electing Entity. Thereafter, Worker will be told at the beginning of any assignment with Swift whether the Swift customer or client Worker will be performing services for is an Electing Entity. The complete list of Electing Entities will also be available upon request from The DR Program Administrator, Evelyn McGinley. The Parties agree to arbitrate **all DR Program Disputes**. Such disputes may include, but are not limited to, any contract or tort matters; wrongful termination; any form of harassment, discrimination, or retaliation; wage and hour matters; disputes regarding payment of wages, benefits, expenses or compensation; and alleged violations of any federal, local state or other statute, rule, or regulation. The Parties agree that this includes disputes that existed prior to June 14, 2013, disputes that relate to facts and circumstances that occurred prior to June 14, 2013 and all disputes that may arise on or after June 14, 2103. **The Parties agree that they will bring any dispute only in an individual capacity, not as a plaintiff or class member in any purported class, collective or representative**

Uncontrolled when printed

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



**proceeding. The Parties also agree that the arbitrator in any dispute between them may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective or class proceeding.** For employment-related disputes, the arbitrator will follow the American Arbitration Association's ("AAA") "Employment Arbitration Rules and Mediation Procedures," available online at <http://www.adr.org/sp.asp?id=32904>. For commercial disputes, the arbitrator will follow the AAA's "Commercial Arbitration Rules and Mediation Procedures," available online at <http://www.adr.org/sp.asp?id=22440>. In all cases, the Arbitrator shall select the applicable AAA rules to apply. The arbitrator is bound by the terms of this Agreement and must follow the applicable rules of the AAA unless doing so would violate any applicable statute.

Swift will pay all costs associated with mediation after the worker pays the first \$50. For employment-related disputes, Swift will pay all fees and expenses associated with arbitration after the worker pays the \$200 filing fee, if applicable. For non-employment-related disputes, Swift and the worker shall share all arbitration fees and expenses equally. If, however, the arbitrator finds that either the claim, or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Procedure 11(b)) then the payment of all such fees will be governed by the AAA Rules.

This Agreement does not preclude the worker from bringing issues to the attention of local, state and federal agencies.

### **Judge and Jury Trial Waiver**

**The Parties agree and understand that, by entering into this Agreement, the Parties hereby waive the right to trial by a judge or jury to resolve any dispute between them. Arbitration will be the exclusive method for resolving all DR Program Disputes.**

Uncontrolled when printed

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



### **General Acknowledgement**

If any of the provisions of AAA rules of this agreement are determined by the arbitrator or by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, such provisions shall be enforced to the greatest extent permissible under the law and all remaining terms and provisions shall continue in full force and effect.

### **Amendment**

The DR Program may be amended by Swift at any time by giving at least 30 days' notice to current Workers. However, no amendment shall apply to a dispute which arises prior to the effective date of the amendment. The DR Program may be terminated by Swift at any time by giving at least 30 days' termination notice to current Workers. However, termination shall not be effective as to disputes which arise prior to the effective date of termination.

### **At-Will Relationship**

The relationship between Swift and each worker is based on continuing mutual consent and can be terminated at will, at any time, by either the Worker or Swift without advance notice or any specific reason. While the DR Program establishes a mandatory program for the resolution of all DR Program Disputes arising from or related to assignments with Swift, the DR Program is not to be construed in any way as a limitation of Swift's right to terminate at will, or otherwise discipline, any worker.

### **Acknowledgement**

I, Daryl Herod, acknowledge that this is an important agreement that affects my legal rights and that I may wish to discuss this agreement with legal counsel of my choice. I understand that this Agreement contains a mandatory arbitration provision, contains a jury trial waiver and prevents me from pursuing class-action relief in arbitration. I

Uncontrolled when printed

DocuSign Envelope ID: CFE0CA97-8E48-4FB3-94F2-C6184C393D8D

**Swift Technical Services LLC**  
**Dispute Resolution Program**  
Version No: 1  
Issue Date: June 2013  
Owner: General Counsel – USA



acknowledge that I received a copy of this Agreement and a copy of the Swift Dispute Resolution Program; I understand this Agreement in its entirety; have been given an opportunity to consult with an attorney regarding its contents; and enter into this Agreement voluntarily.

DocuSigned by:

*Daryl Herod*

FABEAB44408FE475

6/13/2013

Sign

Date

Uncontrolled when printed